Cathy Reeves 1990

GROUP

Benefits

DODGE CITY COMMUNITY COLLEGE

Fortis Benefits

CERTIFICATE OF GROUP INSURANCE

Fortis Benefits Insurance Company certifies that the insurance stated in this Certificate became effective on the Effective Date shown in your Schedule. This Certificate is subject to the provisions of the below numbered *policy* issued by Fortis Benefits Insurance Company to the *policyholder.*

Policyholder: *DODGE CITY COMMUNITY COLLEGE*

Group Policy: *0073748*

Participation Number: *0000000*

Account Number: *0000*

Type of Coverage: *SHORT TERM DISABILITY INSURANCE*

The Effective Date of insurance, the persons eligible for insurance, and the Amount of Benefit are found within the pages of this Certificate.

This Certificate replaces any and all Certificates and Certificate Endorsements, if any, issued to you under the *policy*.

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CF
GB000001

President

SCHEDULE

Short Term Disability Insurance

A *covered person* will receive benefits based upon one of the weekly benefit schedules below, but not both at the same time.

Weekly Benefit: The Weekly Benefit for each *covered person* is 66 2/3 percent of *weekly pay*, rounding to the next higher multiple of $1.00, if not already an exact multiple, subject to the maximum weekly benefit of $231.

Partial Disability Weekly Benefit: The Partial Disability Weekly Benefit for each *partially disabled covered person* is the lesser of the following:

- the Weekly Benefit; or
- 70% of the person's *weekly pay* minus 70% of the sum of the person's *partial disability weekly pay* and *other income benefits*.

Weekly pay means your basic weekly pay from the *policyholder* or an *associated company*, and is determined on the day before the *period of disability* starts. Bonuses, overtime, and other compensation not considered by us as basic wages or salary are not included. However, a weekly average of any commissions received during the prior full calendar year will be included. If you have been eligible to receive commissions for less than a full calendar year, *weekly pay* will include a weekly average of commissions received during the time you were eligible to receive them.

If you are an hourly employee, *weekly pay* will be based on your hourly rate of pay, but not on more than 40 hours per week.

Partial disability weekly pay means the *partially disabled* person's weekly earnings from the *policyholder* or an *associated company* during any *period of disability*, not to exceed 80% of *weekly pay*.

To determine how much you are earning while *partially disabled* we will consider salary, wages, partnership or proprietorship draw, commissions, bonuses, and similar pay. Any other income you receive or are entitled to receive from the *policyholder* or an *associated company* will also be included. Any lump sum payment will be pro-rated, based on the time over which it accrued. If your earnings during any week are more than 80% of your *weekly pay*, you will not be considered *partially disabled* during that week.

Limited employment with the *policyholder* or an *associated company* while *partially disabled* will not interrupt the *period of disability*.

For *covered persons* who are paid on less than a 52 week basis, *weekly pay* means:

SCHEDULE (continued)

- for that part of the *period of disability* before the start of the next school year, the amount of *weekly pay* you would have been entitled to receive from the *policyholder* for that week if you had not become *disabled*, and

- for that part of a *period of disability* after the start of the next school year, 1/52nd of the amount of annual pay you received or would have received from the *policyholder* for the school year in which the *period of disability* started.

Benefits for less than a week will be 1/7 of the Weekly Benefit or Partial Disability Weekly Benefit for each day of *disability* or *partial disability*.

Date Benefits Start:

For *disability* due to accident,sickness or pregnancy - the 90th consecutive day of *disability*.

Maximum Benefit Period: 13 weeks for any *period of disability*.

Any week of a *period of disability* when no Weekly Benefit or Partial Disability Weekly Benefit payment is due from us will be included in determining the **Maximum Benefit Period**.

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GENERAL DEFINITIONS

These terms have the meanings shown here when *italicized* . The pronouns "we", "us", "our", "you", and "your" are not italicized.

Active work means working *full-time* for the *policyholder* or an *associated company* at your usual place of business.

Associated company means any company shown in the *policy* which is owned by or affiliated with the *policyholder*.

Contributory means you pay part of the premium.

Covered person means an eligible employee or member of the *policyholder*, or an *associated company* who has become insured for a coverage.

Doctor means a person, other than you, acting within the scope of his or her license to practice medicine and perform surgery.

Eligible class means a class of persons eligible for insurance under the *policy*. This class is based on employment or membership in a group.

Full-time means working at least 30 hours per week, unless indicated otherwise in the *policy*.

Home office includes our Home Office located in St. Paul, Minnesota, and our office in Kansas City, Missouri.

Injury means accidental bodily injury. It does not mean intentionally self-inflicted injury while sane or insane.

No-fault motor vehicle coverage means a motor vehicle plan that pays disability or medical benefits without considering who was at fault in any accident that occurs.

Noncontributory means the *policyholder* pays the premium.

Policy means the group policy issued by us to the *policyholder* that describes the benefits for which you may be eligible.

Policyholder means the entity to whom the *policy* is issued.

Proof of good health means evidence acceptable to us of the good health of a person.

We, us, and our mean Fortis Benefits Insurance Company.

You and your mean an employee or member of the *policyholder* or an *associated company* who has met all the eligibility requirements for a coverage.

DEFINITIONS FOR SHORT TERM DISABILITY INSURANCE

Disabled and *disability* mean that *injury*, sickness, or pregnancy prevents you from performing your regular occupation and requires you to be under the regular care and attendance of a *doctor*.

Other income benefits means benefits and payments under the United States Social Security Act or under any Workers' Compensation Act (or similar law).

Partially disabled and *partial disability* mean you have been *disabled* for 8 consecutive weeks and your *doctor* has given approval for you to return to work for the *policyholder* or an *associated company* on a less than *full-time* basis. In addition, your *partial disability weekly pay* may not exceed 80% of your *weekly pay*.

Period of disability means the time that begins on the day you become *disabled* and ends on the day before you return to *active work*. If you become *disabled* again while insured under the *policy* after you return to *active work*, the same *period of disability* will continue if:

- the later *disability* results from the same cause, or a related one, and you return to *active work* for less than 2 weeks; or
- the later *disability* results from a different cause and you return to *active work* for less than 1 day.

If your return to *active work* meets either of the above conditions, you do not have to satisfy the Date Benefits Start provision again. The Maximum Benefit Period will continue on the day you become *disabled* again.

If you return to *active work* for more than the time shown above, and then become *disabled* again, you will start a new *period of disability*. You must satisfy the Date Benefits Start provision again and the Maximum Benefit Period will start over.

Short term disability insurance means the group short term disability insurance under the *policy* issued by us to the *policyholder*.

ELIGIBILITY AND TERMINATION PROVISIONS FOR YOU

Exception to Effective Date

If you are not at *active work* on the day you would otherwise become insured, your insurance will not take effect until you return to *active work*. If the day your coverage would normally take effect is not a regular work day for you, your coverage will take effect on that day if you are able to do your regular job.

When Your Insurance Ends

Your insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end the insurance for your *eligible class*;
- you are no longer in an *eligible class*;
- you stop *active work*; or
- a required contribution was not paid.

SHORT TERM DISABILITY INSURANCE

Insurance Provided

If you become *disabled* while insured under the *policy*, we will pay short term disability benefits after you satisfy the Date Benefits Start provision. We will pay you the Weekly Benefit or the Partial Disability Weekly Benefit as long as you remain *disabled* or *partially disabled*. We will not pay beyond the Maximum Benefit Period for any *period of disability*. Any benefits are subject to the provisions of the *policy*.

Exclusions

We will not pay benefits for any part of a *period of disability* during which:

- you are working for pay or other remuneration for any employer other than the *policyholder* or an *associated company*; or
- you are receiving benefits under any Workers' Compensation Act (or a similar law).

We will not pay benefits for a *period of disability* if you become *disabled* as a result of:

- committing an assault or felony;
- an *injury* that arises out of or occurs in the course of any occupation for pay or profit; or
- a sickness that entitles you to benefits under any Workers' Compensation Act (or a similar law).

Extended Benefit

If you are *disabled* or *partially disabled* on the day your *short term disability insurance* ends, and if you remain *disabled* or *partially disabled* long enough to qualify, we will pay benefits according to the *policy*.

CLAIM PROVISIONS

Payment of Benefits

We will pay benefits at the end of each month (or shorter period) for which we are liable, after we receive the required proof. If any amount is unpaid when *disability* ends, we will pay it when we receive the required proof.

To Whom Payable

We will pay all benefits to you, if you are legally competent. If you are legally incompetent, we will pay benefits to the guardian of your estate. If any amount remains unpaid when you die, we will pay your estate.

Filing a Claim

1. You must send us notice of the claim. We must have written notice of any insured loss within 30 days after it occurs, or as soon as reasonably possible. You can send the notice to our *home office*, to one of our regional group claims offices, or to one of our agents. We need enough information to identify you as a *covered person*.
2. Within 15 days after the date of your notice, we will send you certain claim forms. The forms must be completed and sent to our *home office* or to one of our regional group claims offices. If you do not receive the claim forms within 15 days, we will accept a written description of the exact nature and extent of the loss.
3. The time limit for filing a claim is 90 days after the end of the first month (or shorter period) for which we are liable.
4. To decide our liability, we may require:
   - proof of benefits from other sources, and
   - proof that you have applied for all benefits from other sources, and that you have furnished any proof required to get them.

You must furnish whatever items we decide are necessary as proof of loss or to decide our liability. You must authorize the sources of medical and dental services to release your medical information. If you do not furnish any required information or authorize its release, we will not pay benefits.

If it is not reasonably possible to give proof on time, we will not deny or reduce your claim if you give us proof as soon as reasonably possible.

Physical Exam

We may ask you to be examined as often as we require at any time we choose. We will pay for any exam we require.

CLAIM PROVISIONS (continued)

Limit on Legal Action

No action at law or in equity may be brought against the *policy* until at least 60 days after you file proof of loss. No action can be brought after the statute of limitations in your state has expired, but, in any case, not after 6 years.

GENERAL PROVISIONS

Entire Contract

The *policy* and the *policyholder's* application attached to it are the entire contract. Any statement made by you or the *policyholder* is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you.

Errors

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary, but not beyond 3 years before the date the error was found. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

Misstatements

If any information about a person is misstated, the facts will determine whether insurance is in effect and in what amount. We will equitably adjust the premium.

Individual Certificates

We will send certificates to the *policyholder* to give to each *covered person*. The certificate will state the insurance to which the person is entitled. It does not change the provisions of the *policy*.

Workers' Compensation

The *policy* is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

Agency

Neither the *policyholder*, any employer, any *associated company*, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

ENDORSEMENT

On and after its Effective Date, the Certificate is endorsed as follows:

1. The definition of *period of disability* is changed so that any day which is not a scheduled working day for a *covered person* will be considered a day of *active work* if the person would have been able to perform his or her normal duties on that day.

2. The "When a Person's Insurance Ends" provision is changed for a *covered person* who renews his or her contract with the *policyholder* for the next school year. The *policyholder* may consider insurance to continue even though the person stops *active work* during the summer recess.

3. The "Calculation of Premiums" provision is changed for *covered persons* who have been paid by the *policyholder* on less than a 52 week basis during the preceding school year. Premium charges for such persons are due on the Premium Due Dates occurring during the summer recess.

Fortis Benefits
Insurance Company
2323 Grand Boulevard
Kansas City, MO 64108

Policy 73748 Participant 0 Account 0
Step 1 of 1
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